



Standard Warranty

Applied Cryo Technologies' Purchased Parts

Any equipment, components, parts or other goods not manufactured by Applied Cryo Technologies, Inc. ("**Seller**") are not warranted by Seller to any extent, but Seller shall use its commercially reasonable efforts to assign, to the extent that Seller is permitted to assign pursuant to the original manufacturer's warranty, to Buyer, without recourse, any warranties furnished to Seller by the vendors of such equipment, components, parts or other goods. If the original manufacturer of the goods subject to a claim by the purchaser does not permit the assignment of its warranty, then no warranty, express or implied, shall apply to such goods

Non-Conformities; Workmanship

Generally. Seller warrants new goods that Seller manufactures (but excluding equipment, accessories, equipment, components, parts, subassemblies and other component parts of such products, which are purchased from other vendors) purchased by the purchaser, as the original retail customer, shall be in compliance with Seller's standard specifications in effect at the time such goods are delivered to the purchaser or, for custom goods, with any specifications, design, drawings or descriptions for such goods agreed to by Seller. The purchaser's sole remedy for goods that do not comply with such warranty, shall be that Seller shall, at its option, (i) cure the defect, (ii) replace the goods, or (iii) refund the amount paid by the purchaser as the purchase price paid of the non-conforming goods. Seller warrants all goods to be free from defects in material and workmanship for TWO YEARS after the date of shipment.

ACT Cryogenic Equipment. With respect to ACT Cryogenic Equipment, Seller guarantees that the annulus space will not exceed 20 microns, when the inner vessel is cold (see tank cool down procedure) within FIVE YEARS after the date of shipment *provided* that the Vacuum Gauge Valve and/or the Evacuation Valve has not been misused, tampered with or disturbed, thus causing gas to bleed in and compromise the annulus space. Furthermore, the purchaser is advised that any misuse or abuse of the ACT Cryogenic Equipment resulting in over pressurization is dangerous and will void the foregoing workmanship and vacuum warranty. Should warranty be required the Transport Trailer will be repaired at the nearest Applied Cryo Technologies, Inc. Authorized Service Center, by the Buyer, or an Applied Cryo Technologies' Service Technician in the field at the manufacturer's discretion.

Claim Procedure

All Warranty Claims are to be requested in writing and previously authorized by Seller. Please send all requests to: Applied Cryo Technologies, Inc.

**Attn. Warranty Claims Division
7150 Almeda Genoa
Houston, TX 77075**

For expedited response, telephone approval is permitted by calling 281-888-3884, however, it must be followed by a corresponding warranty request in writing to Seller. Upon acceptance, Seller's Warranty Claims Division will issue an RMA (Return Merchandise Authorization) Number that is a claim tracking number required for all documentation, correspondence, and invoices sent to Applied Cryo Technologies Warranty claims Division for credit.

All warranty claims, documentation, and photographs (where applicable) submitted to Applied Cryo Technologies for credit must be submitted within 21 days of the date the purchaser receiving services rendered from approved vender and must include the RMA Number in order to be considered valid.

All warranty claims and corresponding invoices must be accompanied by an RMA Number before payment will be made by Seller. Vacuum Pumping of any units, requires prior authorization from Seller and all procedures must be followed or the warranty will be void. Authorization must be obtained from Seller prior to shipment of any units to our location or any other repair facility for warranty work.

Warranty Exclusions

The foregoing warranties shall not apply to:

- any goods that have been repaired or altered by anyone other than Seller or Seller's authorized representative in such a way, in Seller's judgment, as to affect the goods adversely;
- any goods that have, in Seller's judgment, been subject to abuse, misuse, negligence, accident, improper storage, installation or application, shock; electrostatic discharge; heat or humidity beyond product specifications;
- any goods that have not been operated or maintained in accordance with the manufacturer's specifications and recommendations;
- any components, parts or accessories manufactured, warranted or serviced by others;
- any used, reconditioned or previously owned goods;
- any damage due to continued use of the goods after partial failure of any item;
- any work performed or cost incurred by the purchaser or others, without Seller's express prior written Consent;
- any claim not reported promptly (in no event later than 10 days after discovery or one year after delivery, whichever is sooner);
- any cost of delays or freight charges;
- any cost of delays, freight charges, or excess costs for repairs made outside the continental United States, including incidental or consequential damages;
- any damages caused during shipment unless Seller expressly agrees in writing, in advance of shipment, to assume the risks of damage caused during shipment; or
- any goods that are considered expendable in nature and expire as a result of normal wear and tear.
- Expendable vacuum vitals (Jacket safety o-ring, hoke valve, thermocouple tube, vacuum valve)

Exclusive Remedy; No Other Warranty

THE REMEDIES PROVIDED ABOVE FOR BREACH OF THE WARRANTIES SET FORTH HEREIN ARE EXCLUSIVE. IN NO EVENT SHALL THE OBLIGATION OF SELLER TO REPLACE DEFECTIVE GOODS BE CONSTRUED TO REQUIRE SELLER TO REPAIR OR REPLACE MORE THAN THE ORIGINAL PURCHASE PRICE OF THE GOODS.

THE WARRANTIES SET FORTH ABOVE ARE EXCLUSIVE AND ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, AND ALL OTHER REMEDIES OR LIABILITIES (WHETHER BY STATUTE, COMMON LAW OR IN CONTRACT, TORT OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, STRICT LIABILITY AND NEGLIGENCE, WHETHER OCCASIONED BY ACTS OR OMISSIONS OF SELLER, SELLER'S SOLE NEGLIGENCE OR CONCURRENT NEGLIGENCE). WITHOUT LIMITATION OF THE GENERALITY OF THE IMMEDIATELY PRECEDING SENTENCE, SELLER EXPRESSLY DISCLAIMS AND NEGATES (i) ANY IMPLIED OR EXPRESS WARRANTY OF MERCHANTABILITY OR OF FITNESS FOR ANY PARTICULAR PURPOSE (ii) ANY IMPLIED OR EXPRESS WARRANTY OF DILIGENCE, (iii) ANY IMPLIED WARRANTY OF FREEDOM FROM PATENT OR COPYRIGHT INFRINGEMENT AND (iv) ANY OTHER IMPLIED WARRANTIES.

